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COPY --- NOT CERTIFIED

OCT 30 1996

Sacramento County
Clerk-Recorder

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
1007 7TH ST, 7TH FLOOR
SACRAMENTO, CA 95814

NO FEE DOCUMENT

PURSUANT TO GOV'T CODE 6103

OK to Accept/Date: *David Parker*

APN: 067-0010-006 007 010 *10-30-96*

Project: Mather Air Force Base

DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

*Andrew -
Here is some
road r/w documentation -
Dave
8-6-01*

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, Washington, DC ("Grantor"), under and pursuant to the powers and authority contained in the provision of the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, 10 U.S.C. §2687, note), and regulations and orders promulgated thereunder, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby bargains, releases, quitclaims, and assigns, without warranty or representation, express or implied, to the County of Sacramento, a political subdivision of the State of California, with offices at 1007 7th Street, 7th Floor, Sacramento, California 95814 ("Grantee"), an easement for a public highway or road and utilities, the Right of Way over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to wit:

All that portion of that tract of land known as Mather Air Force Base located in Rancho Rio De Los Americanos described as follows:

All those existing roadways and realignment of existing roadways shown on the attached Exhibit "A" (the "Easement Area") as solid lines, and dashed lines respectively, described as to their width. Together with a twelve and a half foot (12.5') Public Utility Easement lying contiguous to each side of those roadways described above, for planting and maintaining trees, Electroliers, Traffic Control Devices, Water and Gas Pipes, Sewer and Drainage lines, and for overhead and underground wires and conduits for Electric, Telephone, and Cable Television service together with any and all appurtenances pertaining thereto, on, over, under and across the roads and the twelve and a half foot (12.5') Public Utility Easements.

NOTE: 1. As more finite survey information is developed, addenda to this document may be recorded to clarify the exact locations of roadways.

2. Additional width, in addition to that described in Exhibit "A," will be required at all intersections to accommodate turning lanes and bus stops. Future addenda to this document will provide the details of these intersection widenings.

SUBJECT TO THE FOLLOWING:

1. FAA COVENANT: The Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, titled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

2. NONDISCRIMINATION COVENANT: The Grantee covenants for itself, and its assigns and every successor in interest to the Easement Area hereby conveyed, or any part thereof, that the Grantee and such assigns shall not discriminate upon the basis of race, color, religion, sex, or national origin in the use, occupancy, sale, or lease of the Easement Area, or in their employment practices conducted thereon. This covenant shall not apply to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Easement Area hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

3. ENVIRONMENTAL ACCESS: Grantor reserves a right of access to any and all portions of the herein described Easement Area for purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance of the herein described Easement Area, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States, (including but not limited to, Region IX, United States Environmental Protection Agency (EPA)), and the State of California Environmental Protection Agency ("Cal EPA"), and their respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to Grantee or the then owner and any authorized occupant of the Easement Area) to enter upon the herein described Easement Area and conduct investigations and surveys, to include drillings, testpitting, borings, data and/or record compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

4. MATHER AFB FEDERAL FACILITY AGREEMENT

a. The Grantee acknowledges that the Easement Area is subject to the terms and conditions of the Mather AFB Federal Facilities Agreement ("FFA") entered into by Region IX of the United States Environmental Protection Agency ("EPA"), the State of California and the Air Force on July 21, 1989, as such agreement presently exists or may be amended, and agrees that the FFA shall be binding on the Grantee, its successors and assigns, and any subsequent transferees. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired and agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

b. The Grantee, its successors and assigns, shall comply with the provisions of any health or safety plan in effect under the FFA or the Mather AFB Installation Restoration Program (IRP) during the course of any remedial or response or corrective actions undertaken on the Easement Area.

c. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with the use of the Easement Area, and the Grantee, or any successor or assign, shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor thereof.

5. This Grant is subject to existing covenants, easements, reservations, encumbrances, rights, and rights-of-way, whether or not of record, and to other rights and easements visible upon the ground.

6. Grantee and its successors and assigns shall assume all costs arising from the uses granted hereby, and, to the extent allowable by law, shall indemnify and defend Grantor, its agents and employees, for and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage to Easement Area of others, directly or indirectly due to the exercise by Grantee of any of the rights granted herein, or any other act or omission of Grantee, including failure to comply with the obligations of this Grant.

7. Grantee and its successors and assigns shall abide by each of the following covenants, each of which shall be a covenant running with the land. In addition, Grantor shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or any interest therein in the locality of the Easement Area, and it shall have a right to enforce each of the following covenants in any court of competent jurisdiction whether at law, in equity, or both; provided, however, that Grantor shall have no affirmative duty to any successor in title to this Grant to enforce any of the following covenant:

To the extent applicable to Grantee and its uses and purposes under this Grant, Grantee shall comply with the floodplain regulations of the local drainage body, as well as with applicable Federal and State statutes and regulations, if any, related to flood hazard areas.

8. In the exercise of any rights under this Grant, Grantee shall not knowingly disrupt any remediation activities of Grantor on the Easement Area, or on any premises adjacent or contiguous to the Easement Area, or which would jeopardize the protectiveness of those remedies, including, without limitation:

(a) application upon the surface of the Easement Area of water that could impact the migration of any contaminated ground water;

(b) subsurface drilling or use of ground water, unless Grantor first determines that there will be no adverse impacts on its cleanup process; and

(c) any construction work that would interfere with, negatively impact, or restrict access to, cleanup work.

9. Grantor hereby discloses to Grantee the information described in the attached Exhibit B entitled "Notice of Hazardous Substances" regarding the Easement Area.

10. This Grant is subject to any statement of facts which a physical inspection and accurate survey of the real property may disclose.

The Easement Area transferred was duly determined to be surplus, and was assigned to the Secretary of the Air Force for disposal pursuant to the Base Closure and Realignment Act of 1988 (Public Law 100-526), and the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, 40 U.S.C. § 345c, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the Easement Area unto Grantee, its successors and assigns, under and subject as aforesaid.

UNITED STATES OF AMERICA
by its Secretary of the Air Force

By:

Alan K. Olsen, Director

Witnesses:

(signature)

(printed name)

(signature)

(printed name)

Commonwealth of Virginia)

SS:

County of Arlington

On the 17 day of October, 1996, before me, Robert X. Johnston, the undersigned Notary Public, personally appeared Alan K. Olsen, whose names is subscribed to the foregoing Lease, and personally known to me to be the Director, Air Force Base Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force.

GIVEN under my hand and official seal and office, this the 21st day of March, 1996.

Notary Public

My Commission expires _____

950-98

Commonwealth of Virginia)
)ss:
County of Arlington)

On the 25th day of October, 1996, before me, Bonnie Maria Harris,
the undersigned Notary Public, personally appeared Alan K. Olsen, whose name is subscribed to
the foregoing Grant of Easement, and personally known to me to be the Director, Air Force Base
Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of
the Air Force and that he executed the same as the act of the Secretary of the Air Force.

GIVEN under my hand and official seal and office, this the 25th day of October, 1996.

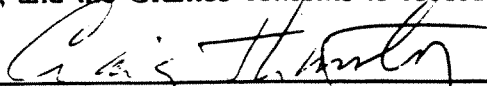
Bonnie Maria Harris
Notary Public
My Commission expires October 31, 1999

Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires October 31, 1999
BONNIE MARIA HARRIS

L.S.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.



Chief, Real Estate Division

October 30, 1996
Date

RETURN THIS DOCUMENT TO MAIL CODE: 06-001

LOG NO. _____

LEGEND

- EXISTING ROADS AND WIDENING OF EXISTING ROADS
- REALIGNMENT OF EXISTING ROADS

DR

INTERNATIONAL

